

STATE OF NORTH CAROLINA

WAKE COUNTY

THE NORTH CAROLINA STATE BAR,

Plaintiff



BEFORE THE

DISCIPLINARY HEARING COMMISSION

OF THE

NORTH CAROLINA STATE BAR

v.

GEOFFREY H. SIMMONS, Attorney,

Defendant

ANSWER

12DHC38

NOW COMES THE DEFENDANT answering the allegations of the Plaintiff and says:

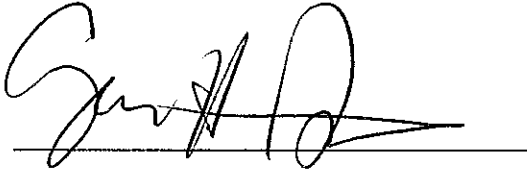
1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. The balance was for medical bills, expenses and reimbursements for medical reports.
11. The \$500 was for medical report reimbursements and office expenses agreed to by client.
12. Denied.
13. Admitted.
14. Denied. These funds were for expenses related to the preparation of a civil lawsuit because the statute of limitations was running.
15. Defendant restates the responses in paragraphs 1-14.
16. Admitted.
17. Admitted.
18. Admitted.
19. Admitted.
20. Admitted.
21. Admitted.
22. Denied. This payment was for a criminal case that Winston hired the Defendant to handle.
23. Admitted. Assistant provided services related to the criminal case.
24. Denied.
25. Defendant restates the responses in paragraphs 1-24.
26. Admitted.

27. Admitted.
28. Admitted.
29. Admitted.
30. The balance was for medical bills and expenses not covered in initial disbursements.
31. Admitted.
32. Client agreed to reimburse Defendant for expenses for all travel cost for hand- delivering all documents to client in Chapel Hill and Durham and making sure that the client (who is an elderly church member of the Defendant) did not have to ever drive to Defendant's office in Raleigh.
33. Denied.
34. Defendant restates the responses in paragraphs 1-33.
35. Admitted.
36. Admitted.
37. Admitted.
38. Admitted.
39. Admitted.
40. Admitted.
41. Admitted.
42. Admitted.
43. Admitted.
44. Admitted.
45. Admitted. However, the Defendant asserts that this was done by mistake and under pressure from the personal injury case and the criminal case and other professional stresses.
46. Admitted with the same position as answer to paragraph 45.
47. Denied.
48. Admitted. See answer in paragraph 45.
49. Denied.
50. Admitted.
51. Denied.
52. Admitted.
53. Admitted.
54. Admitted.
55. Denied. The Defendant settled a case and used at least \$1000 of those funds belonging to the Defendant to pay the medical provider. The Defendant believed that that would cover the amount due because of the mistake made.
56. Defendant restates positions in paragraphs 1-55.
57. Admitted.
58. Admitted.
59. Admitted. However reimbursements and expenses are allowed.
60. Admitted.
61. Admitted.
62. Admitted. However reimbursements and expenses are allowed.
63. Defendant discussed this matter with medical providers and made disbursements accordingly.

64. These funds were reimbursements. Defendant provided food, medicine and money for client.
65. Denied.
66. These funds were for expenses related to an attempt to recover more funds for the client and medical providers from the family of the person responsible for the accident. This information was provided to the medical providers.
67. Denied.
68. Denied. The Defendant explained what the \$9000 represented. The Defendant asked the medical providers to allow the client to keep the \$9000 because of her personal hardships.
69. Admitted.
70. Defendant restates the positions in paragraphs 1-69.
71. Admitted.
72. Admitted.
73. Admitted.
74. Admitted.
75. Admitted. This was because of the agreement between the client and Defendant.
76. Admitted. This was because of the agreement between the client and the Defendant.
77. Admitted.
78. Admitted. The insurance company made a mistake. The check should have been \$2000.
79. Admitted.
80. Admitted. This action was by agreement with the client.
81. Denied. The \$61.00 of funds that belonged to Defendant according to the Defendant's records. Defendant had personal funds on deposit to cover the \$61.00.
82. The Defendant restates the positions in paragraph 1-81.
83. Admitted.
84. Admitted. Expenses were part of the contract with client in addition to the fee.
85. Admitted.
86. Admitted. However, medical providers can set up waivers under certain conditions.
87. Admitted.
88. Admitted.
89. Defendant does not have information to answer this allegation.
90. Defendant disbursed funds for reimbursement of expenses of assistant.
91. Denied.
92. Defendant does not have information to answer this allegation.
93. Denied. Defendant did not intentionally disburse funds in an inappropriate fashion.
94. Defendant does not have information to answer this allegation.
95. Denied.
96. These funds were for allowable expenses.
97. Denied.
98. Defendant does not have information to answer this allegation.
99. Defendant does not have information to answer this allegation.
100. Denied.

COMPLETELY ANSWERING THE ALLEGATIONS OF THE PLAINTIFF, the Defendant asks the Disciplinary Hearing Commission to fully evaluate these responses and the full cooperation of the Defendant and review all factors in rendering a decision.

^{16th}
This the ~~13th~~ day of November, 2012

A handwritten signature in black ink, appearing to read "Geo H Simmons", written over a horizontal line.

Geoffrey H. Simmons, Attorney

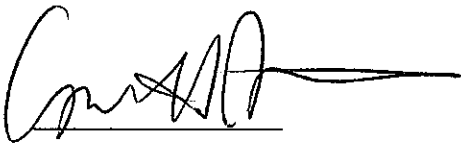
State Bar No. 8026

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This Answer was served on Jennifer A. Porter by hand-delivery at the NC State Bar office.

A handwritten signature in black ink, appearing to read "Geo H Simmons", written over a horizontal line.

Geoffrey H. Simmons

November ~~13th~~ 2012

^{16th}